



DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

May 19, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 May 19, 2015


PATRICK O'GAWA
ACTING EXECUTIVE OFFICER

**FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE SAN
BERNARDINO COUNTY FIRE PROTECTION DISTRICT
(5TH DISTRICT) (3 VOTES)**

SUBJECT

Renewal of the Agreement between the Consolidated Fire Protection District of Los Angeles County (Fire District) and the San Bernardino County Fire Protection District (SBCFPD) for the provision of fire protection and emergency medical services by the SBCFPD to the unincorporated Los Angeles County Wrightwood area, also known as the Wrightwood Zone, which is adjacent to the San Bernardino County Wrightwood community. This renewed agreement replaces an existing agreement which has been in effect since August 22, 1988, and contains the same general provisions with minor, non-substantive updates.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

Approve and instruct the Chairman to sign the attached Agreement between the Fire District and the SBCFPD for the provision of fire protection and emergency medical services to the Wrightwood Zone by the SBCFPD (Agreement).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Agreement replaces the current agreement approved by your Board on August 22, 1988 (No. 60366), between the Fire District and the SBCFPD, previously referred to as CSA 56 for the

provision of fire protection and emergency medical services to the Wrightwood Zone by the SBCFPD. The initial term of the current agreement was for five (5) years with an automatic renewal every year thereafter unless terminated in accordance with the terms of the contract.

SBCFPD has notified the Fire District of their desire to terminate the current agreement effective June 30, 2015, and to replace it with a new updated Agreement to become effective July 1, 2015. This new updated Agreement will allow SBCFPD to continue to provide emergency medical services to the Fire District's Wrightwood Zone with the same general provisions, but with minor, non-substantive changes.

The initial five (5) year Agreement term would begin July 1, 2015 through June 30, 2020, and will automatically renew each year, thereafter, unless terminated by either party.

Implementation of Strategic Plan Goals

Approval of the Agreement is consistent with Los Angeles County Strategic Plan Goal Number 1, Operational Effectiveness/Fiscal Sustainability, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

In consideration of the services to be provided by the SBCFPD, the Fire District will continue to transfer to the SBCFPD ninety percent (90%) of the property tax and special tax revenue annually generated in the Wrightwood Zone. There is no new net cost to the Fire District or County associated with this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

- The initial Agreement term would be effective July 1, 2015 through June 30, 2020, and would automatically renew from year-to-year, thereafter, unless terminated in writing by either party.
- The Fire District would continue to transfer to SBCFPD annually ninety percent (90%) of the property tax and special tax revenue generated in the Wrightwood Zone.
- Non-substantive modifications to the Agreement may be made by consent of both the Fire Chief of the Fire District and the Fire Chief of the SBCFPD.

The San Bernardino County Board of Supervisors approved the Agreement on March 17, 2015. The Agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 16031 (b)(3) of the CEQA Guidelines as it addresses incidental matters related to the provision of Fire District services and thus it can be seen with certainty that there is no possibility that

the activity may have a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will continue to allow SBCFPD to provide fire protection and emergency medical services to the unincorporated Los Angeles County Wrightwood Zone without interruption.

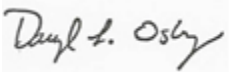
CONCLUSION

Upon approval by your Board, please instruct the Executive Officer of the Board to return two (2) signed originals and two (2) copies of the Agreement and a copy of the adopted Board letter to:

Consolidated Fire Protection District of Los Angeles County
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Lorraine Buck, Acting Planning Division Chief

The Fire District will forward the two (2) executed original Agreements to SBCFPD for their records.

Respectfully submitted,



DARYL L. OSBY
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller



**San Bernardino County
Fire Protection District**

F A S

STANDARD CONTRACT

FOR OFFICIAL USE ONLY

<input type="checkbox"/> New	FAS Vendor Code		SC	Dept.	CFD	A	Contract Number	
<input type="checkbox"/> Change							15-120	
<input type="checkbox"/> Cancel								
ePro Vendor Number						ePro Contract Number		
San Bernardino County Fire Protection District				Dept.	Orgn.	Contractor's License No.		
Contract Representative				FNZ	3014			
Carlo Pacot				Telephone		Total Contract Amount		
				909-387-5944				
Contract Type								
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code			Contract Start Date		Contract End Date		Original Amount	
			07/01/15		6/30/20		\$	
Fund			Dept.		Organization		Appr.	
FVZ			580		3014		9970	
Fund			Dept.		Organization		Appr.	
Fund			Dept.		Organization		Appr.	
Project Name				Estimated Payment Total by Fiscal Year				
Fire Protection and				FY	Amount	I/D	FY	Amount
Emergency Medical Services								
In Wrightwood Zone								
of LA County								

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT** hereinafter called the **SBCFPD**, and

Name

The County of Los Angeles

hereinafter called **CFPD**

Address

1320 North Eastern Avenue

Los Angeles, CA 90063

Telephone

(323) 881-2411

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT
BETWEEN**

THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

AND

THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

THIS AGREEMENT is made and entered into by and between the San Bernardino County Fire Protection District (herein referred to as "SBCFPD"), and the Consolidated Fire Protection District of Los Angeles County (herein referred to as "CFPD").

Auditor-Controller/Treasurer/Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

WITNESSETH:

WHEREAS, SBCFPD agrees to provide fire protection and emergency medical services to an area adjacent to Wrightwood, located in Los Angeles County and commonly known as the "Wrightwood Zone."

WHEREAS, SBCFPD shall receive a portion of the property tax revenue received by the CFPD for the Wrightwood Zone in return for said fire protection and emergency medical services.

WHEREAS, it is the intent of the parties hereto that the fire protection and emergency medical services in the Wrightwood Zone, as depicted on the attached map, Exhibit A, be provided by SBCFPD; and

WHEREAS, the Agreement entered into on August 22, 1988 between SBCFPD and CFPD for the provision of fire protection and emergency medical services in the Wrightwood Zone is no longer a suitable instrument by which to provide services; and

WHEREAS, SBCFPD and CFPD desire to enter into a new Agreement for the provision of fire protection and emergency medical services by SBCFPD to CFPD for the Wrightwood Zone; and

WHEREAS, such Agreements are authorized by Section 55632 of the California Government Code;

NOW, THEREFORE, it is agreed as follows:

I. OPERATIVE DATE AND TERMINATION OF AGREEMENT:

- A. This Agreement shall be effective as of July 1, 2015, for the provision of fire protection and emergency medical services by SBCFPD to CFPD for the Wrightwood Zone as depicted and described in Exhibit A, attached hereto and incorporated herein by this reference.
- B. Either of the parties shall have the right to terminate this Agreement as of July 1 of any year by written notice to the other party. Notice shall be delivered no later than January 1 preceding the termination date.
- C. This Agreement will be effective for 5 years until June 30, 2020, and will automatically renew each year thereafter unless terminated by either party according to the terms of the Agreement.
- D. In the event of such termination of this Agreement, SBCFPD shall be paid the applicable and appropriate fee to fund services provided by SBCFPD through the effective date of the termination.
- E. Non-substantive modification to this Agreement may be made upon consent of the Fire Chiefs of both parties, which consent shall not be unreasonably held or delayed.

II. SERVICES:

- A. SBCFPD agrees to provide fire protection and emergency medical services within the boundaries as described in Exhibit A to the extent and in the manner set forth herein. Services shall encompass the type of duties, functions, and response levels customarily rendered by and within the jurisdiction of SBCFPD.
- B. Services to be provided to the Wrightwood Zone by SBCFPD shall include all fire protection and emergency medical services. Ambulance service is not part of this Agreement. Service levels shall be consistent with service levels provided throughout SBCFPD's jurisdiction.
- C. The nature, scope, and extent of service, the manner and methods of rendition of such services, the standards of performance, the control and discipline of personnel, and all other matters related to the

furnishing and performance of such services hereunder shall remain with and be the responsibility of SBCFPD.

- D. SBCFPD shall furnish and supply all labor, supervision, supplies, fire equipment and vehicles, and communication facilities to furnish the level of service to be provided herein.
- E. Since CFPD does not provide ambulance service, any ambulance service provided to the Wrightwood Zone by SBCFPD shall not be a part of this Agreement.

III. INSURANCE AND INDEMNIFICATION

A. RECIPROCAL/MUTUAL INDEMNIFICATION

1. CFPD, to the extent permitted by law, agrees to indemnify, defend and hold harmless SBCFPD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SBCFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities.
2. SBCFPD, to the extent permitted by law, agrees to indemnify, defend and hold harmless CFPD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by CFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities.

B. INSURANCE – SBCFPD and CFPD are authorized self-insurance public entities for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation and Property Damage and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the term, conditions or obligations of this Agreement.

C. WAIVER OF SUBROGATION OF RIGHTS – CFPD shall require the carriers of required coverages to waive all rights of subrogation against SBCFPD, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CFPD and CFPD employees or agents from waiving the right of subrogation prior to a loss or claim. CFPD hereby waives all rights of subrogation against SBCFPD.

D. SEVERABILITY OF INTERESTS – If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had ever been contained.

IV. DISCRIMINATION: The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.

V. WAIVER OF BREACH: A waiver of breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provisions of this Agreement.

VI. APPLICABLE LAWS: At all times during the term of this Agreement, SBCFPD and CFPD shall comply with all applicable laws, ordinances, rules and regulations of the United States of America, the State of California including all agencies and subdivisions thereof.

VII. GENERAL PROVISIONS: Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction.

- A. When consistent with the context of the Agreement, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.
- B. Time is of the essence in performance of this Agreement. Neither SBCFPD nor CFPD shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
- C. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.

VIII. FUNDING

- A. For, and in consideration of, the provision of all services rendered, including appropriate insurance premiums, pursuant to this Agreement, SBCFPD shall be compensated by payment from CFPD to SBCFPD.
- B. The amount of compensation shall be calculated by CFPD as follows:
 - 1. Multiply one percent (1%) of the Wrightwood Zone's current total assessed value by the average of the CFPD's percentage of all the tax rate areas in the Wrightwood Zone for the preceding fiscal year. For example, the 2013-14 average of seventeen and one-half percent (17.5%) would be utilized for the 2014-15 fiscal year.
 - 2. The percentage average shall be adjusted each year to reflect the preceding year's actual CFPD average tax rate area percentage.
 - 3. Ninety percent (90%) of the amount calculated in Section VIII, B, subsection 1, hereof, shall be the amount of payment for services.
- C. Payment in full shall be made to SBCFPD in February of each fiscal year.
- D. Payment for services rendered for less than an entire fiscal year shall be prorated and calculated by multiplying the amount of compensation for services for the entire fiscal year as specified in Section VIII, B hereof, by a fraction. The numerator being the number of days services are rendered under the fiscal year, and denominator being the number of days available for that year.

IX. PERSONNEL

- A. All persons employed in the performance of service and functions pursuant to this Agreement shall be SBCFPD employees. No CFPD employee shall be controlled, taken over, assumed, integrated into, or employed by SBCFPD.
- B. No person employed by SBCFPD who performs any of the services herein shall have any right to any retirement, compensation, or any civil service status, or any other station or right with or from CFPD.

- C. CFPD shall not be responsible or liable for the direct payment of any salaries, wages, or other compensation to any SBCFPD personnel performing services hereunder; and CFPD shall not be liable for compensation or indemnity to any SBCFPD employee for injury or sickness arising out of his or her employment.
- D. Solely for the purposes of performing the services and for giving official status to the performance thereof where necessary, every officer and employee of SBCFPD shall have the authority of an officer or employee of the CFPD while performing services under this Agreement.
- E. CFPD and SBCFPD acknowledge and agree that they are acting as independent entities and agencies in the performance of this Agreement.

X. ENVIRONMENTAL QUALITY CONTROL

- A. CFPD shall be responsible for all steps required in order to comply with the provisions of the California Environmental Quality Act of 1970 (hereinafter referred to as the "Act"), insofar as the same may apply to this Agreement between SBCFPD and the CFPD.
- B. CFPD agrees to hold SBCFPD free and harmless from any and all claims, demands or judgments arising out of the CFPD's failure for whatever reason to comply with the provision of said Act, except for the negligence of SBCFPD.

XI. NOTICE, MISCELLANEOUS

- A. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or his successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows.

SBCFPD:

San Bernardino County Fire Protection District
Attn: Fire Chief /Fire Warden
157 W. 5th Street, 2nd floor
San Bernardino, CA 92415-0451

CFPD:

Consolidated Fire Protection District
of Los Angeles County
Attn: Fire Chief
1320 North Eastern Avenue
Los Angeles, CA 90063

Either party may change such addresses upon written notice to the other party given as provided in this section.

- B. It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.
- C. CAPTIONS: The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

AGENCY REPRESENTATIVES:

1. "CFPD's Representative" – CFPD hereby designates CFPD's Fire Chief, or his or her designee, to act as its representative for the performance of this Agreement. The CFPD's Representative shall have the power to act on behalf of CFPD for all purposes under this Agreement. SBCFPD shall not accept direction or orders from any person other than CFPD's Representative or his or her designee.
2. SBCFPD's Representative" – SBCFPD hereby designates the San Bernardino County Fire Protection District's Fire Chief or his designee, to act as its representative for the performance of this Agreement. SBCFPD's Representative shall have the full authority to represent and act on behalf of SBCFPD for all

purposes under this Agreement. SBCFPD's Representative shall supervise and direct the services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

XII. ENTIRE AGREEMENT

This Agreement, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

San Bernardino County Fire Protection District

► 
James Ramos, Chair, Board of Directors


Dated: MAR 17 2015

Consolidated Fire Protection District of
Los Angeles County

By ► 
Mayor, Board of Supervisors

ATTEST:

Patrick Ogawa, Acting Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

MAY 19 2015

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Laura H. Welch, Secretary

By 
Deputy

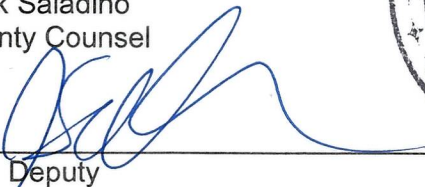
ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49

MAY 19 2015

APPROVED AS TO FORM:

Mark Saladino
County Counsel

By 
Deputy



Approved as to Legal Form

►  
Counsel Carol Greene PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Date

3/3/15

Reviewed by Contract Compliance

Date

Presented to Board for Signature

► 
Mark A. Hartwig

Date

3-5-15

**Wrightwood Zone of
Consolidated Fire Protection
District of Los Angeles County**

